

BEFORE
JAMES R. COX
INTEREST ARBITRATOR

JOHNSON COUNTY
SHERIFF UNIT

AND

INTEREST ARBITRATION
2003-2004 LABOR AGREEMENT
SHERIFF'S DEPARTMENT UNIT
CEO - 1083/3

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL 2003

DECISION AND AWARD

The Hearing in this matter was conducted by the Arbitrator in Iowa City April 21, 2003. Human Resource Director Judy Perkins represented the County while Business Representative Joe Rasmussen presented the Union case. The dispute on unresolved issues advanced to Arbitration following Negotiations and Fact Finding.

There are no questions of arbitrability. The matter is before me for full and final binding determination. In reaching my determination, I have reviewed and applied factors set forth in Section 20.22(9) and other applicable provisions of the Iowa Code.

Agreements have been reached on a number of issues. Remaining issues were presented to the Arbitrator.

Hours of Work

Fact-Finder Robert Kubie issued his Fact-Finding Report March 4, 2003. With respect to this issue, he recommended that Section 3.01 A and B be revised to read as follows¹:

"3.01 Work Week

- A. *The Work Week shall begin at 12:01 a.m. Sunday and end at midnight Saturday. The normal Work Week for full-time employees shall consist of a monthly average of at least 35 hours per week. The Employer shall post, at least ten days in advance, the hours of work within each Division, setting the starting and ending time of each shift for each full-time employee for a calendar month. Except in emergency situations, 14 calendar days' notice will be given to affected employees of a change in the schedule of hours to be*

¹ There were no language changes in 3.01 A.

worked. Temporary schedule changes cannot be made to avoid overtime. Part-time employees' schedules shall be posted by Friday for the next Work Week.

- B. *All references to "days" used or accrued will be converted at the following rate for recording:*
1. *A 28-day accounting category assignment considers one day to equal 8.5 hours (Deputies, Control Center/ Matrons)*
 2. *A 7 day accounting category assignment considers one day to equal 8 hours (Dispatchers, non-Control Center Civilian employees)*
 3. *A "day" for purposes of using paid leave shall be 24 hours beginning with the start of the employee's regularly scheduled shift.*

Both parties accept the Fact Finder's recommendation on this issue. The Fact Finder had adopted a Union proposal which he expressed in 3.01 B (3) above. This recommended language shall be placed into the Contract.

Shift Rotation

The Parties are in disagreement on Shift Rotation for Control Center Employees. Current Shift Rotation language reads:

"3.02 Shift Rotations

The employer shall establish schedules for full-time employees in each Division based upon the rotations described below.

- A. *Civil Division: 8.5-hour shifts Monday through Friday, except for one Saturday every third week will replace a weekday.*
- B. *Detective Division: 42.5 hours per week Monday through Friday.*
- C. *Transport Division: 8.5-hour shifts Monday through Friday.*
- D. *Jail Division: 12-hour shifts (2 on - 2 off, 3 on - 2 off, 2 on - 3 off).*
- E. *Patrol Division: 9-hour shifts (4 on - 2 off).*
- F. *Control Division: 9-hour shifts (4 on - 2 off).*
- G. *Dispatch Division: 8-hour shifts (4 on - 2 off).*
- H. *Clerical Division: 8-hour shifts Monday through Friday.*
- I. *Kitchen Division: 8 hour shifts (4 on - 1 off, 3 on - 2 off, - 4 on - 1 off, 4 on - 2 off)."*

The Union seeks to change the full-time employee shift schedule for the Control Center (the F designation) to a 12 hour shift, 2 on - 2 off, 3 on - 2 off, 2 on - 3 off, making it identical to the Jail Division schedule (line D). The County's final offer retains the status quo.

It is evident that employees in only one Division work a 12-hour shift. The Jail Deputy 12 hour shift length was set through Arbitration for the first Labor Agreement and has remained unchanged since 1998. There was no explanation in the Award or in the evidence for that determination.

In 1998 there were five Control Center Operators. A "Floater Shift" provision, now Section 3.03, also became a part of the Agreement. There are presently eight Control Center Operators and a single authorized Floater who fills in for them as directed. That level of staffing has been in effect since at least 2000.

The Union Position

Local 2003 asserts that a majority of Control Center Operators want 12 hours shifts. The County responds that some Operators have indicated to management that they want to retain current 9 hour shift schedules. The Union speaks for the membership.

In support of their final position, the Union stresses the close functional integration between Control Center Operator work and that of Jail Deputies.² Current language sets a 9-hour shift with 4 days on and 2 days off rotations for Control Center personnel. The Union points out that, due to their direct contact with prisoners, these employees fall under the same Labor Standards Act overtime guidelines as Deputy Sheriffs and should be similarly scheduled.

The Union maintains that adoption of their final offer will benefit team building between Control Center Operators and Jail Deputies and that similar scheduling will facilitate relationships between these two groups whose activities so frequently interface. Jail Deputies work 12-hour shifts without any overlap. Because of the lack of congruency between their respective shifts, Deputies on each of their shifts must coordinate with Control personnel from at least two different shifts.

IUPAT also sees cost savings explaining that (1) since the staff has been increased to eight, it is now possible to go to 12-hour shifts and eliminate the costs associated with Floater shifts (one person) and (2) "with the current 9-hour shifts, there are overlaps occurring all day long, which in the past has caused problems between the Operators³ and wastes payroll by having two shifts on at the same time ..."

The Arbitrator finds that current scheduling of Control Center Operators does appear to create inefficiencies. There are three shifts of nine hours each. The first shift, from 12 a.m. to 9 a.m. has an overlap with the second shift from 8 a.m. to 5 p.m. The second shift, which starts at 8 a.m. and ends at 5 p.m. overlaps with the third shift, which begins at 4 p.m. and continues to 1 a.m. While Johnson County contends that the overlap period has value in providing an opportunity for personnel on various shifts to exchange information, there is insufficient evidence that the time required to exchange work related information would require more than a few minutes. Such a lengthy overlap is not found in similar units in the Arbitrators experience. Prior to the advent of the Union, there had only been a five-minute overlap.

The Johnson County Position

The County emphasizes that, during first Contract negotiations in 1998, the Union had demanded an eight-hour shift with the four on – two off schedule and the Fact Finder adopted that

² Control Center Operators duties including operating cellblocks, surveillance and handling prisoners - especially female prisoners when a female Deputy is not available.

³ The Union introduced a Memorandum from a Deputy Sergeant suggesting alternate resolutions to a personnel conflict between one of the Control Center Operators and one of the two shifts of Jail Deputies was proposed. He suggested that instituting 12-hour shifts for the Control Center Operators/Matrons would put her on a different rotation with a different team. After proposing this suggestion, the Sergeant conceded that "I don't think this will work for long. I believe you will eventually see a repeat of what we have here"

position. There was no change in circumstances thereafter. In 1998, Management had opposed a four-day on, two day off schedule for Control Center employees asserting that it did not have sufficient personnel to cover such a shift schedule. Control Center personnel had been working six days on with two days off, a schedule the Union saw as *"too taxing for any individual"*

The Union proposed adoption of a Floater position. It was noted in Fact Finder Lundberg's Fact-Finding Recommendation that the employer had already been using a Floater position to remedy *"shift problems"* caused by employee absences. The stated purpose of the Floater Shift is to *"allow employees in the Division paid time off requests without requiring the Employer to pay overtime for a replacement."* There is currently one person assigned to that category working the Floater Shift.

Arbitrator Maniscalco adopted Fact-Finder Lundberg's recommendation for eight-hour shifts for the Control Center - four on - two off. The Parties subsequently agreed to go to 9-hour shifts. At that time that the hiring of an additional person was required.

The County says a number of factors support their argument that it would be impractical to place the eight Control Center Operators on 12-hour shifts. They argue that such a change would make it impossible to staff the shifts as required without increased overtime costs. Currently, there are normally two employees assigned to work on each shift Monday through Friday. When one Operator is absent, in a best case scenario, the Sergeant or the Floater fills in. Often employees have to work over or come in early to fill the vacancy. The County says that, even with a staff of eight, there are difficulties in maintaining adequate coverage due to a number of factors. One of their primary concerns is the comparatively high absenteeism rate in this Division - the highest of the various groups in the Sheriff's Office.

Johnson County maintains that the current scheduling along with use of the Floater facilitates coverage while limiting overtime expenses. They are able to fill in for many absentees with the Floater and, in most cases, are not required to schedule employees on their regular scheduled days off. There is, however, a current lack of flexibility in making schedule changes because of their interpretation of the 14-calendar days notice requirement in Section 3.01. The County also maintains that they have problems getting responses when they attempt to contact off duty employees for overtime when an unscheduled vacancy arises. There was no evidence of how many times the Unit has been required to run without proper staffing because employees were unavailable to replace absentees.

An meaningful Exhibit was presented showing actual absenteeism and what its effect would have been were the two shift 12-hour shifts sought by the Union in place. The County presentation shows dates of absence because of sickness, vacations, late arrivals or leaving early during July 2002, December 2002 and February 2003 and demonstrates that there would have been 16 days in July with two or less employees available to cover day shift overtime and 16 days that month when two employees or less were available to cover night shift overtime. These July figures and the data in the other months make it clear that staffing a 12-hour shift with eight persons and no Floater would result in serious problems covering overtime if the current absenteeism rate among Controllers continued. In these circumstances, in order to maintain minimum manning, there would be a significant number of days when employees would be required to work a partial shift overtime as well as working their scheduled shifts.

The study confirms the County projection that a 12 hour schedule would necessitate cost increases. They assert that, in order to maintain necessary staffing levels, at least 12 employees

would be required for the Control Center classification.⁴ There would be an addition of three employees since the Floater would be eliminated. Of course there would also be significant wage savings through elimination of the overlap. Presently there are at least three periods of overlap in each 24 hours and that would indicate, with the staffing of two employees on each turn⁵, in each 24-hour period there would be at least 6 hours saved by going to the 12-hour shifts.

There are several good points raised by the Union with respect to efficiency and cost. The parties should give further study to this proposal. Additional Contract language may be required to make it work. However, based upon the evidence presented, I find that due to the thin staffing with eight in the Control Center, it would not be feasible to implement a 12-hour rotating shift from either an operational and or a cost standpoint. An increase in the number of Control Center Operators would be required.

The final position of the County is the most reasonable on this issue.

Shift Differential

The Parties have reached agreement on the Shift Differential issue. They adopt the Fact-Finder's Recommendation and have agreed that the following language should become a new Section 13.10 entitled "Shift Differential Pay".

"13.10 Shift Differential Pay

Employees who are not Deputy Sheriffs shall receive the following shift differentials in addition to their regular straight time hourly rates. Shift Differential Pay shall be included in the calculation of the employee's overtime rate and paid leaves.

- A. *Regular shift starts between 6 a.m. and 1:59 p.m. - none.*
- B. *Regular shift starts between 2 p.m. and 9:59 p.m. - \$.10.*
- C. *Regular shift starts between 10 p.m. and 5:59 a.m. - \$.10."*

In-Service Training

There has also been agreement on In-Service Training provisions. New In-Service language shall be added to existing Section 14.01 - Required In-Service Training.

"The employer shall provide at least 24 hours advance notice of cancellation of scheduled training which would occur on an employee's scheduled day off. Failure to provide 24 hours advance notice will entitle the employee to report for 2 hours work at the scheduled training time to be compensated at the appropriate rate. In the alternative, the employee may elect, at the time of notification of the cancellation of the training, to not report for work and not be compensated."

⁴ The Union mentioned that some members had given the County a suggested 12-hour schedule. It was not part of the Record here and there is no evidence of the reaction of the County.

⁵ It was not clear what staffing was on midnights.

Insurance

Settlements across Iowa are recognizing the impact of dramatic insurance costs increases upon employee compensation packages. The Fact-Finder, however, recommended that status quo be maintained on this Issue – that there be no change in the existing Plan - because, he said, he did not understand the significance of the changes that each party had proposed. With that level of understanding, he was reluctant to make a recommendation.

Mindful of the County's proposals to alter benefits in order to reduce cost, the Union took a middle position that would allow for some cost savings but would not have as great an effect on benefits as sought by the County. Under the County proposal at Fact Finding, both the current \$100 family deductible and the present \$500 family out-of-pocket maximum would be doubled. The Union with their proposal was rejecting these and several other changes sought by the County the right to select a Carrier and a PPO Plan. Under the Union proposal, there would be some benefit rollbacks. By adopting the Alliance Select overlay, there would be premium cost savings of 6.5%.

The Union proposal would, as they described it, "*offer an alternative of adding a restricted provider network to the current insurance coverage, or its equivalent*". The Union proposal sought middle ground with some savings in insurance costs but with a less severe impact on employee benefits than the County had proposed at Fact Finding.

Their proposal would change Section 12.02, *Iowa 500*, to read:

"All employees who select County health insurance will be enrolled in a policy equal to that in effect on July 1, 2002 (Wellmark Blue Cross – Blue Shield Iowa 500) with the addition of an Alliance Select overlay on July 1, 2003."

After Fact Finding, the Employer did modify its insurance proposal. At Arbitration, their final position was to accept the Union's position quoted above. However, at Arbitration the Union adopted the Fact-Finder's Recommendation – that there be no change in the current insurance provision.

Both Internal and External comparables strongly favor the final position of the County.

In addition to the Sheriff Unit, there are five organized Bargaining Units and one non-Bargaining group in Johnson County. In all other Units, the Alliance Select Insurance overlay coverage is in effect. The Union, while acknowledging there would be cost savings compared with the present plan, asserts that in the other Units the Bargaining Agents had adopted the Plan as a *quid pro quo* for other increases in the compensation package. Such a contention is difficult to establish. It is significant that a substantial number of Johnson County and Iowa doctors participate in the Alliance Select Plan.

Among external comparables - Blackhawk, Clinton, Dubuque, Linn, and Scott Counties - four have a PPO plan and Scott County offer an HMO.

The position of the County is the most reasonable last offer. Article 12.03 in the new Agreement shall read as quoted above.

The Arbitrator has selected the most reasonable of the "final offers" submitted by the parties or recommended by the Fact Finder on each impasse item. These selections, along with matters agreed upon by Johnson County and Local 2003, shall be incorporated into their 2003-2004 Collective Bargaining Agreement.



James R. Cox
Arbitrator

Issued this 29th day of April 2003

CERTIFICATE OF SERVICE

I certify that on the 29th day of April 2003, I served the foregoing Award on each of the parties to this matter by mailing a copy to them at their respective addresses.

Judy Perkins
Employee Relations
Johnson County Administration Building
913 South Dubuque Street
Iowa City, IA 52240

Joe Rasmussen
PPME
P.O. Box 69
Alburnette, IA 52202

I further certify that on that same date, I served this Award for filing with the Iowa Public Employment Relations Board by mailing a copy to their offices at 514 East Locust, Suite 202 Des Moines, Iowa 50309-1912.



James R. Cox

JAMES ROBERT COX

Arbitrator
431 Central Avenue
Wilmette, Illinois 60091
847-251-9079

RECEIVED
2003 MAY 16 AM 10:25
PUBLIC EMPLOYMENT
RELATIONS BOARD

May 13, 2003

Joe Rasmussen
Business Representative
P O Box 69
Alburnett, IA 52202

Judy Perkins
Employee Relations
Johnson County Administration Building
913 South Dubuque Street
Iowa City, IA 52240

Dear Joe and Judy,

Please find enclosed my Amended Award in the April PPME Interest Arbitration

I am sorry for any confusion the Award may have caused by my failure to confirm your mutual agreement to accept the Fact Finder's Recommendation on Wages..

Very truly yours,


James R. Cox

Susan Bolte, Director of Arbitration
Iowa Public Employment Relations Board
514 East Locust 202
Des Moines, Iowa 50309 1912

BEFORE
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INTEREST ARBITRATOR

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AND

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SHERIFF'S DEPARTMENT UNIT
CEO - 1083/3

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
IUPAT LOCAL 2003

AMENDED DECISION AND AWARD

The Hearing in this matter was conducted by the Arbitrator in Iowa City April 21, 2003. Human Resource Director Judy Perkins represented the County. Business Representative Joe Rasmussen presented the Union case. Their dispute on unresolved issues had been advanced to Arbitration following Negotiations and Fact Finding. I applied factors set forth in Section 20.22(9) and other applicable provisions of the Iowa Code and issued my Award April 29, 2003.

Subsequently I received a letter from Joe Rasmussen dated May 7, 2003 pointing out that I had not mentioned the Wage Issue. However, both parties had confirmed during the Arbitration Hearing that they had accepted the Fact Finder's Recommendation on wages. The County presented a document stating, among other things, that "13.02 - Wage Rates - Accept Fact Finder's recommendation".

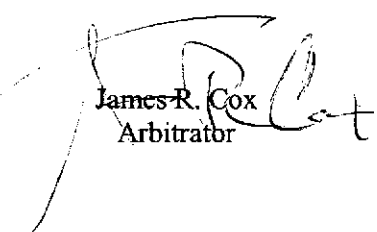
Under Section 20.22(3) *"the submission of the impasse items to the arbitrators shall be limited to those issues that had been considered by the fact-finder and upon which the parties have not reached agreement."* There is no question that agreement had been reached on wages. However, my Award did reiterate the outcome on two other issues where the parties had also accepted the Fact Finder's Recommendation - Shift Differential Pay and Work Week. I can understand the Union's request that the Wage issue also be addressed in the Award.

While there are no substantive changes, this Amended Award will clarify any question that might remain on the wage issue.

The parties have both agreed to accept the Fact Finder's Recommendation on that issue and that recommendation shall be incorporated into applicable provisions of the new Agreement.

Fact Finder Kubie had recommended that the new Contract provide an across the board 1.75% wage increase effective July 1, 2003 and a further across the board 1.75% increase January 1, 2004 which will be calculated on the increased rates then in effect. There shall also be an additional one-dollar an hour increase in the Control Center Operator/Matron rate.

With this clarification, the Award issued April 29, 2003 shall remain in full force and effect.


James R. Cox
Arbitrator

Issued this 13th day of May 2003

CERTIFICATE OF SERVICE

I certify that on the 13th day of May 2003, I served the foregoing Award on each of the parties to this matter by mailing a copy to them at their respective addresses.

Judy Perkins
Employee Relations
Johnson County Administration Building
913 South Dubuque Street
Iowa City, IA 52240

Joe Rasmussen
PPME
P.O. Box 69
Alburnette, IA 52202

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James R. Cox

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